

FIRST AMENDMENT

STARS CENTER LEASE AGREEMENT

THIS FIRST LEASE AMENDMENT (this "First Amendment") is made this ____ day of _____, 2009, by and between the City of Frisco, Texas, a municipal corporation of the State of Texas and a home rule city (the "Lessor") and Zoom Sports, Inc., a Texas corporation (the "Lessee"). Lessor and Lessee sometimes are referred to herein collectively as the "Parties" or singularly as a "Party".

RECITALS

A. Lessor and Lessee entered into that certain Stars Center Lease Agreement dated December 11, 2008 (the "Lease") for a portion of the Stars Center complex, which Sublease provides in part for a finishout allowance to be paid by Lessor for improvements to the Leased Premises.

B. Lessee has entered into a sublease agreement (the "Sublease") with Texas D League Management, LLC (the "Sublessee"), for a portion of the Leased Premises (the "Subleased Premises") in accordance with Lessee's right under the Lease.

C. Lessor is of the opinion that the activities which Sublessee will bring to the City of Frisco, Texas, will be beneficial to the City and enhance the utilization and operation of the Stars Center.

D. At the request of the Lessee, Lessor is willing to increase the finishout allowance set forth in the Lease by an amount equal to \$21,711.00, which amount has been allocated by Lessee for improvements which will be used in whole, or in part, by the Sublessee.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the parties hereto have agreed and, intending to be legally bound, do hereby agree as follows:

1. Article 4.1(a) of the Lease is hereby modified to increase the amount of the "Zoom Finish Out Pricing – Customer Discount" by \$21,711.00.

2. All other provisions of the Lease not in conflict herewith are affirmed and shall remain in full force and effect.

3. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first set forth above.

LESSEE:

ZOOM SPORTS, INC.

By: _____

Jim Swieter

President

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____, _____ of _____, a Texas _____, on behalf of said _____.

Notary Public in and for the State of Texas

LESSOR:

CITY OF FRISCO

By: _____

George Purefoy

City Manager

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2009, by George Purefoy, City Manager, City of Frisco, Texas, a duly incorporated home rule of the State of Texas, located in Collin County, Texas, on behalf of said city.

Notary Public in and for the State of Texas

My Commission Expires:
